

State of Rhode Island and Providence Plantations  
Department of Administration  
Division of Purchases

**RIVIP BIDDER CERTIFICATION COVER FORM**

**SECTION 1 - BIDDER INFORMATION**

*Bidder must be registered as a vendor on the RIVIP system at [www.purchasing.ri.gov](http://www.purchasing.ri.gov) to submit a bid proposal.*

**Solicitation Number:** 7550011A4  
**Solicitation Title:** TERRACE REPLACEMENT - COMMUNITY COLLEGE OF RHODE ISLAND NEWPORT COUNTY CAMPUS (4 PGS )  
**Bid Proposal Submission Deadline Date & Time:** 12/17/2015 10:00 AM  
**RIVIP Vendor ID #:** 66999  
**Bidder Name:** New England Building & Bridge Co. Inc.  
**Address:** 19 B Lark Industrial  
Parkway  
Greenville , RI 02878  
USA  
**Telephone:** 401-830-5774  
**Fax:** 401-830-5776  
**Contact Name:** Peter Donatelli  
**Contact Title:** President  
**Contact Email:** Pdonatelli@nebbco.com

**SECTION 2 —DISCLOSURES**

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

*Indicate "Y" (Yes) or "N" (No) for Disclosures 1-4, and if "Yes," provide details below. Complete Disclosure 5. If the Bidder is publicly held, the Bidder may provide owner information about only those stockholders, members, partners, or other owners that hold at least 10% of the record or beneficial equity interests of the Bidder.*

- N   1. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been subject to suspension or debarment by any federal, state, or municipal governmental authority, or the subject of criminal prosecution, or convicted of a criminal offense within the previous 5 years. If "Yes," provide details below.
- N   2. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has had any contracts with a federal, state, or municipal governmental authority terminated for any reason within the previous 5 years. If "Yes," provide details below.
- N   3. State whether the Bidder, or any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder or any parent, subsidiary, or affiliate has been fined more than \$5000 for violation(s) of any Rhode Island environmental law(s) by the Rhode Island Department of Environmental Management within the previous 5 years. If "Yes," provide details below.

- N 4. State whether any officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder is serving or has served within the past two calendar years as either an appointed or elected official of any state governmental authority or quasi-public corporation, including without limitation, any entity created as a legislative body or public or state agency by the general assembly or constitution of this state.
5. List each officer, director, manager, stockholder, member, partner, or other owner or principal of the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder. For each individual, provide his or her name, business address, principal occupation, position with the Bidder, and the percentage of ownership, if any, he or she holds in the Bidder, and each intermediate parent company and the ultimate parent company of the Bidder.

*Disclosure details (continue on additional sheet if necessary):*

Peter Donatelli, President

19-B Lark Industrial Parkway

Greenville RI 02828

100%

### SECTION 3 —CERTIFICATIONS

**Bidders must respond to every statement. Bid proposals submitted without a complete response may be deemed nonresponsive.**

*Indicate "Y" (Yes) or "N" (No), and if "No," provide details below.*

#### THE BIDDER CERTIFIES THAT:

- Y 1. The Bidder will immediately disclose, in writing, to the State Purchasing Agent any potential conflict of interest which may occur during the term of any contract awarded pursuant to this solicitation.
- Y 2. The Bidder possesses all licenses and anyone who will perform any work will possess all licenses required by applicable federal, state, and local law necessary to perform the requirements of any contract awarded pursuant to this solicitation and will maintain all required licenses during the term of any contract awarded pursuant to this solicitation. In the event that any required license shall lapse or be restricted or suspended, the Bidder shall immediately notify the State Purchasing Agent in writing.
- Y 3. The Bidder will maintain all required insurance during the term of any contract pursuant to this solicitation. In the event that any required insurance shall lapse or be canceled, the Bidder will immediately notify the State Purchasing Agent in writing.
- Y 4. The Bidder understands that falsification of any information in this bid proposal or failure to notify the State Purchasing Agent of any changes in any disclosures or certifications in this Bidder Certification may be grounds for suspension, debarment, and/or prosecution for fraud.
- Y 5. The Bidder has not paid and will not pay any bonus, commission, fee, gratuity, or other remuneration to any employee or official of the State of Rhode Island or any subdivision of the State of Rhode Island or other governmental authority for the purpose of obtaining an award of a contract pursuant to this solicitation. The Bidder further certifies that no bonus, commission, fee, gratuity, or other remuneration has been or will be received from any third party or paid to any third party contingent on the award of a contract pursuant to this solicitation.
- Y 6. This bid proposal is not a collusive bid proposal. Neither the Bidder, nor any of its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents has in any way colluded, conspired, or agreed, directly or indirectly, with any other bidder or person to submit a collusive bid proposal in response to the solicitation or to refrain from submitting a bid proposal in response to the solicitation, or has in any manner, directly or indirectly, sought by agreement or collusion or other communication with any other bidder or person to fix the price or prices in the bid proposal or the bid proposal of any other bidder, or to fix any overhead, profit, or cost component of the bid price in the bid proposal or the bid proposal of any other bidder, or to secure through any collusion, conspiracy, or unlawful agreement any advantage against the State of Rhode Island or any person with an interest in the contract awarded pursuant to this solicitation. The bid price in the bid proposal is fair and proper and is not tainted by any collusion, conspiracy, or unlawful agreement on the part of the Bidder, its owners, stockholders, members, partners, principals, directors, managers, officers, employees, or agents.
- Y 7. The Bidder: (i) is not identified on the General Treasurer's list created pursuant to R.I. Gen. Laws § 37-2.5-3 as a person or entity engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.
- Y 8. The Bidder will comply with all of the laws that are incorporated into and/or applicable to any contract with the State of Rhode Island.

[illegible]

**Submission by the Bidder of a bid proposal pursuant to this solicitation constitutes an offer to contract with the State of Rhode Island through the Division of Purchases on the terms and conditions contained in this solicitation and the bid proposal. The Bidder certifies that: (1) the Bidder has reviewed this solicitation and agrees to comply with its terms and conditions; (2) the bid proposal is based on this solicitation; and (3) the information submitted in the bid proposal (including this Bidder Certification Cover Form) is accurate and complete. The Bidder acknowledges that the terms and conditions of this solicitation and the bid proposal will be incorporated into any contract awarded to the Bidder pursuant to this solicitation and the bid proposal. The person signing below represents, under penalty of perjury, that he or she is fully informed regarding the preparation and contents of this bid proposal and has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.**

## BIDDER

**Date:** December 17, 2015

**New England Building & Bridge Co., Inc**

Name of Bidder

**Signature in ink**

**Peter Donatelli, President**

Printed name and title of person signing on behalf of Bidder

**Solicitation #: 7550011**

**Solicitation Title: Terrace Replacement – Community College of Rhode Island Newport County Campus**

**BID FORM**

**To:** The Department of Administration, Division of Purchases  
One Capitol Hill, Providence, RI 02908

**Project:** CCRI Newport Campus Terrace Replacement

**Bidder:**

New England Building & Bridge Co., Inc.

Legal name of entity

19-B Lark Industrial Parkway; Greenville RI 02828

Address

Peter Donatelli

PDonatelli@nebbco.com

Contact name

Contact email

401-830-5774

401-830-5776

Contact telephone

Contact fax

**1. BASE BID PRICE**

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price, (including the costs for all Allowances, Bonds, and Addenda):

\$ 587,000.00

(Base Bid Price *in figures* printed electronically, typed, or handwritten legibly in ink)

Five Hundred Eighty-Seven Thousand Dollars and zero cents

(Base Bid Price *in words* electronically, typed, or handwritten legibly in ink)

Solicitation #: 7550011

Solicitation Title: Terrace Replacement – Community College of Rhode Island Newport County Campus

- **ALLOWANCES**

The Base Bid Price includes the costs for the following Allowances:

1. Additional Unsuitable Soil Material. \$2,000.00

Total Allowances: \$2,000.00

- **BONDS**

The Base Bid Price includes the costs for all Bid and Payment and Performance Bonds required by the solicitation.

- **ADDENDA**

The Bidder has examined the entire solicitation ( including the following Addenda), and the Base Bid Price includes the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1, dated November 20, 2015

Addendum No 4, dated December 10, 2015

Addendum No. 2, dated November 24, 2015

Addendum No. 3, dated December 7, 2015

2. **ALTERNATES** *(Deduct to Base Bid Price)*

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) decrease the Base Bid Price by the amount set forth below for each Alternate selected.

**DEDUCT ALTERNATE- 1**

DESCRIPTION OF ALTERNATES.

Deletion of Colored Concrete Banding: Chromix Admixture C-24 Charcoal Color.

**\$** 2,000.00

(Amount *in figures* printed electronically, typed, or handwritten legibly in ink)

Two Thousand Dollars and zero cents

(Amount *in words* electronically, typed, or handwritten legibly in ink)

Solicitation #: 7550011

Solicitation Title: Terrace Replacement – Community College of Rhode Island Newport County Campus

### 3. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the Basis for any change orders approved in advance by the State. These Unit Prices include all costs, including labor, materials, services, regulatory compliance, overhead, and profit.

DESCRIPTION OF SERVICES	CONTRACTORS UNIT COST
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Unit Price No. 1	Provide Police Details that the Owner may direct outside of the Contractors Responsibility to Provide Police Details for the Protection of the Public.	
	Daily Rate Per Eight (8) Hours	\$ , 5 0 0 . 0 0
	One Half Day Rate [Four (4) Hours]	\$ , 2 5 0 . 0 0

Unit Price No. 2	Remove and replace additional unsuitable material beyond the limits and specified on the documents per Section 31 00 00	
	Unit of Measurement: per CY	\$ , 1 7 5 . 0 0

### 4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

- Temporary Work Fall 2015
- Submit Submittals Fall 2015
- Mobilize On- Site April 1, 2016
- Substantial Completion July 15, 2016
- Final Completion July 30, 2016

Sequence: This work is to be done in sequence as follows:

- Temporary Work Associated with Drainage Inlets – prior to winter weather (2015/2016), sawcut around inlets and lower grates to mitigate present trip hazard.

**Solicitation #: 7550011**

**Solicitation Title: Terrace Replacement – Community College of Rhode Island Newport County Campus**

- Terrace Demolition – after winter of 2015/2016, remove and dispose existing terrace, stairs and specified exterior lighting fixtures per the construction plans.
- Site Improvements – install new enclosed drainage system, electrical conduits and lighting fixtures, concrete terrace and concrete stairs with handrails.
- Landscaping – revegetate disturbed areas.

The Final Completion date for Work shall be within **240** calendar days of the Purchase Order from the Division of Purchases.

## **5. LIQUIDATED DAMAGES**

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for each calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: One Thousand Dollars (\$1,000.00) per day.

## **BID FORM SIGNATURE(S)**

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

**Date:** December 17, 2015

### **BIDDER**

New England Building & Bridge Co, Inc.

Name of Bidder

Signature in Ink

Peter Donatelli, President

Printed name and title of person signing on behalf of Bidder

# 35685

Bidder's Contractor Registration Number



Lincoln D. Chafee  
Governor  
Charles J. Fogarty  
Director

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training  
Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

TTY: Via RI Relay 711

STATE CONTRACT ADDENDUM

RHODE ISLAND DEPARTMENT OF LABOR AND TRAINING

PREVAILING WAGE REQUIREMENTS  
(37-13-1 ET SEQ.)

The prevailing wage requirements are generally set forth in RIGL 37-13-1 et seq. These requirements refer to the prevailing rate of pay for regular, holiday, and overtime wages to be paid to each craftsmen, mechanic, teamster, laborer, or other type of worker performing work on public works projects when state or municipal funds exceed one thousand dollars (\$1,000).

All Prevailing Wage Contractors and Subcontractors are required to:

1. Submit to the Awarding Authority a list of the contractor's subcontractors for any part or all of the prevailing wage work in accordance with RIGL § 37-13-4;
2. Pay all prevailing wage employees at least once per week and in accordance with RIGL §37-13-7 (see Appendix B attached);
3. Post the prevailing wage rate scale and the Department of Labor and Training's prevailing wage poster in a prominent and easily accessible place on the work site in accordance with RIGL §37-13-11; posters may be downloaded at [www.dlt.ri.gov/pw/Posters.htm](http://www.dlt.ri.gov/pw/Posters.htm) or obtained from the Department of Labor and Training, Center General Complex, 1511 Pontiac Avenue, Cranston, Rhode Island;
4. Access the Department of Labor and Training website, at [www.dlt.ri.gov](http://www.dlt.ri.gov) on or before July 1st of each year, until such time as the contract is completed, to ascertain the current prevailing wage rates and the amount of payment or contributions for each covered prevailing wage employee and make any necessary adjustments to the covered employee's prevailing wage rates effective July 1st of each year in compliance with RIGL §37-13-8;
5. Attach a copy of this CONTRACT ADDENDUM and its attachments as a binding obligation to any and all contracts between the contractor and any

*An Equal Opportunity Employer/Program./Auxiliary aids and services are available upon request to individuals with disabilities.*

TTY via RI Relay 711





Lincoln D. Chafee  
Governor  
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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone; (401) 462-8000  
TTY; Via RI Relay 711

subcontractors and their assignees for prevailing wage work performed pursuant to this contract;

6. Provide for the payment of overtime for prevailing wage employees who work in excess of eight (8) hours in any one day or forty (40) hours in any one week as provided by RIGL §37-13-10;
7. Maintain accurate prevailing wage employee payroll records on a Rhode Island Certified Weekly Payroll form available for download at [www.dlt.ri.gov/pw.forms/htm](http://www.dlt.ri.gov/pw.forms/htm), as required by RIGL §37-13-13, and make those records available to the Department of Labor and Training upon request;
8. Furnish the fully executed RI Certified Weekly Payroll Form to the awarding authority on a monthly basis for all work completed in the preceding month.
9. For general or primary contracts one million dollars (\$1,000,000) or more, shall maintain on the work site a fully executed RI Certified Prevailing Wage Daily Log listing the contractor's employees employed each day on the public works site; the RI Certified Prevailing Wage Daily Log shall be available for inspection on the public works site at all times; this rule shall not apply to road, highway, or bridge public works projects. Where applicable, furnish both the Rhode Island Certified Prevailing Wage Daily Log together with the Rhode Island Weekly Certified Payroll to the awarding authority.
10. Assure that all covered prevailing wage employees on construction projects with a total project cost of one hundred thousand dollars (\$100,000) or more has a OSHA ten (10) hour construction safety certification in compliance with RIGL § 37-23-1;
11. Employ apprentices for the performance of the awarded contract when the contract is valued at one million dollars (\$1,000,000) or more, and comply with the apprentice to journeyperson ratio for each trade approved by the apprenticeship council of the Department of Labor and Training in compliance with RIGL §37-13-3.1;
12. Assure that all prevailing wage employees who perform work which requires a Rhode Island trade license possess the appropriate Rhode Island trade license in compliance with Rhode Island law; and

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Lincoln D. Chafee  
Governor

Charles J. Fogarty  
Director

13. Comply with all applicable provisions of RIGL §37-13-1, et. seq;

Any questions or concerns regarding this CONTRACT ADDENDUM should be addressed to the contractor or subcontractor's attorney. Additional Prevailing Wage information may be obtained from the Department of Labor and Training at [www.dlt.ri.gov/pw](http://www.dlt.ri.gov/pw).

CERTIFICATION

I hereby certify that I have reviewed this CONTRACT ADDENDUM and understand my obligations as stated above.

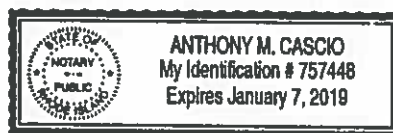
By: [Signature]

Title: President

Subscribed and sworn before me this 17<sup>th</sup> day of December 2015

[Signature]  
Notary Public

My commission expires: 1/7/2019



*An Equal Opportunity Employer/Program, /Auxiliary aids and services are available upon request to individuals with disabilities.*

*TTY via RI Relay 711*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Labor and Training

Center General Complex  
1511 Pontiac Avenue  
Cranston, RI 02920-4407

Telephone: (401) 462-8000

APPENDIX A

**TITLE 37**  
**Public Property and Works**

**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**

**SECTION 37-13-5**

**§37-13-5 Payment for trucking or materials furnished - Withholding of sums due.** -A contractor or subcontractor on public works authorized by a proper authority shall pay any obligation or charge for trucking and material which have been furnished for the use of the contractor or subcontractor, in connection with the public works being performed by him or her, within ninety (90) days after the obligation or charge is incurred or the trucking service has been performed or the material has been delivered to the site of the work, whichever is later. When it is brought to the notice of the proper authority in a city or town, or the proper authority in the state having supervision of the contract, that the obligation or charge has not been paid by the contractor or subcontractor, the proper authority may deduct and hold for a period not exceeding sixty (60) days, from sums of money due to the contractor or subcontractor, the equivalent amount of such sums certified by a trucker or materialman creditor as due him or her, as provided in this section, and which the proper authority determines is reasonable for trucking performed or materials furnished for the public works.

**APPENDIX B**

**TITLE 37**  
**Public Property and Works**

**CHAPTER 37-13**  
**Labor and Payment of Debts by Contractors**

**SECTION 37-13-7**

**§ 37-13-7 Specification in contract of amount and frequency of payment of wages.**

-(a) Every call for bids for every contract in excess of one thousand dollars (\$1,000), to which the state of Rhode Island or any political subdivision thereof or any public agency or quasi-public agency is a party, for construction, alteration, and/or repair, including painting and decorating, of public buildings or public works of the state of Rhode Island or any political subdivision thereof, or any public agency or quasi-public agency and which requires or involves the employment of employees, shall contain a provision stating the minimum wages to be paid various types of employees which shall be based upon the wages that will be determined by the director of labor and training to be prevailing for the corresponding types of employees employed on projects of a character similar to the contract work in the city, town, village, or other appropriate political subdivision of the state of Rhode Island in which the work is to be performed. Every contract shall contain a stipulation that the contractor or his or her subcontractor shall pay all the employees employed directly upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates not less than those stated in the call for bids, regardless of any contractual relationships which may be alleged to exist between the contractor or subcontractor and the employees, and that the scale of wages to be paid shall be posted by the contractor in a prominent and easily accessible place at the site of the work; and the further stipulation that there may be withheld from the contractor so much of the accrued payments as may be considered necessary to pay to the employees employed by the contractor, or any subcontractor on the work, the difference between the rates of wages required by the contract to be paid the employees on the work and the rates of wages received by the employees and not refunded to the contractor, subcontractors, or their agents.

(b) The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" shall include:

- (1) The basic hourly rate of pay; and
- (2) ) The amount of:

(A) The rate of contribution made by a contractor or subcontractor to a trustee or to a third person pursuant to a fund, plan, or program; and

(B) The rate of costs to the contractor or subcontractor which may be reasonably anticipated in providing benefits to employees pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the employees affected, for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of the benefits; provided, that the obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the director of labor and training insofar as this chapter of this title and other acts incorporating this chapter of this title by reference are concerned may be discharged by the making of payments in cash, by the making of contributions of a type referred to in subsection (b)(2), or by the assumption of an enforceable commitment to bear the costs of a plan or program of a type referred to in this subdivision, or any combination thereof, where the aggregate of any payments, contributions, and costs is not less than the rate of pay described in subsection (b)(1) plus the amount referred to in subsection (b)(2).

(c) The term "employees", as used in this section, shall include employees of contractors or subcontractors performing jobs on various types of public works including mechanics, apprentices, teamsters, chauffeurs, and laborers engaged in the transportation of gravel or fill to the site of public works, the removal and/or delivery of gravel or fill or ready-mix concrete, sand, bituminous stone, or asphalt flowable fill from the site of public works, or the transportation or removal of gravel or fill from one location to another on the site of public works, and the employment of the employees shall be subject to the provisions of subsections (a) and (b).

(d) The terms "public agency" and "quasi-public agency" shall include, but not be limited to, the Rhode Island industrial recreational building authority, the Rhode Island economic development corporation, the Rhode Island airport corporation, the Rhode Island industrial facilities corporation, the Rhode Island refunding bond authority, the Rhode Island housing and mortgage finance corporation, the Rhode Island resource recovery corporation, the Rhode Island public transit authority, the Rhode Island student loan authority, the water resources board corporate, the Rhode Island health and education building corporation, the Rhode Island higher education assistance authority, the Rhode Island turnpike and bridge authority, the Narragansett Bay water quality management district commission, Rhode Island telecommunications authority, the convention center authority, the board of governors for higher education, the board of regents for elementary and secondary education, the capital center commission, the housing resources commission, the Quonset Point-Davisville management corporation, the Rhode Island children's crusade for higher education, the Rhode Island depositors economic protection corporation, the Rhode Island lottery commission, the Rhode Island

partnership for science and technology, the Rhode Island public building authority, and the Rhode Island underground storage tank board.

State of Rhode Island  
**PAYER'S REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION**

THE IRS REQUIRES THAT YOU FURNISH YOUR TAXPAYER IDENTIFICATION NUMBER TO US. FAILURE TO PROVIDE THIS INFORMATION CAN RESULT IN A \$50 PENALTY BY THE IRS. IF YOU ARE AN INDIVIDUAL, PLEASE PROVIDE US WITH YOUR SOCIAL SECURITY NUMBER (SSN) IN THE SPACE INDICATED BELOW. IF YOU ARE A COMPANY OR A CORPORATION, PLEASE PROVIDE US WITH YOUR EMPLOYER IDENTIFICATION NUMBER (EIN) WHERE INDICATED.

**Taxpayer Identification Number (T.I.N.)**

Enter your taxpayer identification number in the appropriate box. For most individuals, this is your social security number.

**Social Security No. (SSN)**

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**Employer ID No. (EIN)**

80	0792540
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**NAME** New England Building & Bridge Co., Inc.**ADDRESS** 19-B Lark Industrial Parkway**(REMITTANCE ADDRESS, IF DIFFERENT)** \_\_\_\_\_**CITY, STATE AND ZIP CODE** Greenville, RI 02828**CERTIFICATION:** Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Taxpayer Identification Number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding because either: (A) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (B) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions** -- You must cross out item (2) above if you have been notified by the IRS that you are subject to backup withholding because of under-reporting interest or dividends on your tax return. However, if after being notified by IRS that you were subject to backup withholding you received another notification from IRS that you are no longer subject to backup withholding, do not cross out item (2).

**PLEASE SIGN HERE****SIGNATURE** \_\_\_\_\_**TITLE** President**DATE** 12/17/15**TEL NO.** 401-830-5774**BUSINESS DESIGNATION:**

Please Check One: Individual ☐ Medical Services Corporation ☐ Government/Nonprofit Corporation ☐  
Partnership ☐ Corporation ☒ Trust/Estate ☐ Legal Services Corporation ☐

**NAME:** Be sure to enter your full and correct name as listed in the IRS file for you or your business.

**ADDRESS, CITY, STATE AND ZIP CODE:** Enter your primary business address and remittance address if different from your primary address). If you operate a business at more than one location, adhere to the following:

- 1) Same T.I.N. with more than one location -- attach a list of location addresses with remittance address for each location and indicate to which location the year-end tax information return should be mailed.
- 2) Different T.I.N. for each different location -- submit a completed W-9 form for each T.I.N. and location. (One year-end tax information return will be reported for each T.I.N. and remittance address.)

**CERTIFICATION** -- Sign the certification, enter your title, date, and your telephone number (including area code and extension).**BUSINESS TYPE CHECK-OFF** -- Check the appropriate box for the type of business ownership.

**Mail to: Supplier Coordinator, One Capitol Hill, Providence, RI 02908**



# STATE OF RHODE ISLAND

CONTRACTORS' REGISTRATION  
AND LICENSING BOARD

REGISTRATION NO.

EXP. DATE

REGISTRANT'S NAME

THE CHILLAND BUILDING & BRIDGE

AUTHORIZED REPRESENTATIVE

RYAN DONATIEL

DRIVER'S LICENSE #

RI 3122011

EXECUTIVE DIRECTOR

*Robert H. Miller*

Signature of Registrant

IF YOU LOSE THIS CARD, RETURN IT TO:  
Department of Administration  
R.I. Division of Professional Regulation  
Contractors' Registration and Licensing Board  
Providence, RI 02903-5456

32650

This card is valid only if the cardholder is a member of the Contractors' Registration and Licensing Board. This card must be carried with the cardholder at all times. If the cardholder is not a member, the card must be returned to the Department of Administration, Division of Professional Regulation, Contractors' Registration and Licensing Board, Providence, RI 02903-5456.

32650



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
New England Building & Bridge Co, Inc.  
19-B Lark Industrial Parkway  
Greenville, RI 02828

### SURETY:

(Name, legal status and principal place of business)  
United States Fire Insurance Company  
160 Water St. 15th Fl.  
New York, NY 10005

### OWNER:

(Name, legal status and address)  
State of Rhode Island  
One Capitol Hill Second Floor  
Providence, RI 02908-5855

**BOND AMOUNT:** 5% Five Percent of Amount Bid.

### PROJECT:

(Name, location or address, and Project number, if any)  
7550011 Terrace replacement - Community College of Rhode Island Newport County Campus.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of December, 2015

  
(Witness)

  
(Witness)

New England Building & Bridge Co, Inc.  
(Principal)

(Title)

United States Fire Insurance Company

(Surety)

(Title) Joseph Tambillo Attorney-in-Fact

Init.

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POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

11353

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

**Joseph Tantillo, Christopher Catera**

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 1, 2017.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 5th day of August, 2015.



State of New Jersey }  
County of Morris }

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, Senior Vice President

On this 5th day of August, 2015 before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



SONIA SCALA  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 3/25/2019

Sonia Scala

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 14<sup>th</sup> day of December, 2015



UNITED STATES FIRE INSURANCE COMPANY

Al Wright, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY  
1209 ORANGE STREET, WILMINGTON, DELAWARE 19301

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2014

<u>ASSETS</u>	
Bonds (Amortized Value) . . . . .	1,510,693,563
Preferred Stocks (Market Value) . . . . .	14,866,169
Common Stocks (Market Value) . . . . .	633,743,613
Cash, Cash Equivalents, and Short Term Investments . . . . .	430,705,193
Derivatives . . . . .	59,963,832
Other Invested Assets . . . . .	219,220,330
Investment Income Due and Accrued . . . . .	17,299,717
Premiums and Considerations . . . . .	161,887,857
Amounts Recoverable from Reinsurers . . . . .	13,551,502
Funds Held by or Deposited with Reinsured Companies . . . . .	17,178,544
Net Deferred Tax Asset . . . . .	116,430,557
Electronic Data Processing Equipment . . . . .	1,186,640
Receivables from Parent, Subsidiaries and Affiliates . . . . .	10,001,301
Other Assets . . . . .	41,900,473
<b>TOTAL ASSETS . . . . .</b>	<b>3,248,634,293</b>

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported losses Net of Reinsurance Ceded and Incurred But Not Reported Losses) . . . . .	1,364,626,440
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses . . . . .	53,181,846
Loss Adjustment Expenses . . . . .	410,990,554
Commissions Payable, Contingent Commissions and Other Similar Charges . . . . .	4,848,486
Other Expenses (Excluding Taxes, Licenses and Fees) . . . . .	48,734,962
Taxes, Licenses and Fees (Excluding Federal Income Taxes) . . . . .	12,336,355
Current Federal and Foreign Income Taxes . . . . .	65,260
Unearned Premiums . . . . .	368,376,689
Advance Premium . . . . .	5,512,376
Ceded Reinsurance Premiums Payable . . . . .	15,367,532
Funds Held by Company under Reinsurance Treaties . . . . .	254,183,906
Amounts Withheld by Company for Account of Others . . . . .	37,589,573
Provision for Reinsurance . . . . .	1,092,319
Payable to Parent, Subsidiaries and Affiliates . . . . .	1,530,079
Other Liabilities . . . . .	(228,423,038)
<b>TOTAL LIABILITIES . . . . .</b>	<b>2,350,018,339</b>
Common Capital Stock . . . . .	8,007,567
Gross Paid In and Contributed Surplus . . . . .	676,492,567
Unassigned Funds (Surplus) . . . . .	65,110,539
Retrospective Reinsurance Cessions . . . . .	149,005,261
Surplus as Regards Policyholders . . . . .	898,615,934
<b>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS . . . . .</b>	<b>3,248,634,293</b>

I, Patrick Rossi Jr., Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2014, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 11th day of August, 2015.  
UNITED STATES FIRE INSURANCE COMPANY

Individual  
Acknowledgement

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came

\_\_\_\_\_ to be known,  
and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires \_\_\_\_\_

Notary Public

Firm  
Acknowledgement

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came

\_\_\_\_\_ to be known to me

to be a member of the firm of \_\_\_\_\_  
described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires \_\_\_\_\_

Notary Public

Corporation  
Acknowledgement

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came

\_\_\_\_\_ to be known to me

who being by me duly sworn, did depose and say that he is the \_\_\_\_\_

of \_\_\_\_\_  
the corporation described in and which executed the above instrument that he knows the seal of said corporation; the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires \_\_\_\_\_

Notary Public

Surety  
Acknowledgement

State of New York }  
County of Suffolk } ss.

On this 14<sup>th</sup> day of December, 2015, before me personally came

Joseph Tantillo to be known, who, being by me duly sworn, did depose and say that

he is attorney-in-fact of United States Fire Insurance Company  
the corporation described in and which executed the above instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

**Christopher P Catera**  
**Notary Public, State of New York**  
**No. 01CA6176842, Suffolk County**  
**Commission Expires, Nov 5, 2017**

My commission expires \_\_\_\_\_

Notary Public